### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 1 of 44

DISTRICT COURT OF MARYLAN  Located at 2 5 Bonc St.	ND FOR Bel A. Harford  Ste 100 Bel A. MD 21014
STATE OF MARYLAND OR	Case No. 30-2011
Pasadena Receivables	vs. Karen L Dickey
	CERTIFICATION

I hereby certify that I am a custodian of the records of this Court, that I am authorized to make this certification, and that the attached, consisting of ......... pages, is a true and exact copy taken from the records of this Court.

In witness whereof, I hereby set my hand under seal of the District Court of Maryland.

Administrative Clerk/County Olerk

10-7-11

Date

DC 33 (Rev. 10/98)

\*

### **MOTION**

Please dismiss the writ of attachment on property other than wages in the above-captioned case.

Respectfully Submitted, Peroutka & Peroutka P.A.

By:

Stephen G. Perdutka #1114 Michael A. Peroutka Scott T. Whiteman Sean P. Daly

CASE NO: 30-2011

8028 Ritchie Hwy, Ste 300 Pasadena MD 21122 (800) 899-2424 10-09547-0

### CERTIFICATE OF SERVICE

I HEREBY certify that on this 6 June 2011, a copy of the Plaintiff's motion was mailed to Karen L Dickey at 1856 Oxford Sq Bel Air Maryland 21015 and to Baltimore County Emp FCU s/o Legal Dept 23 W Susquehanna Ave Baltimore MD 21204.

ORDER

It is hereby ORDERED that:

The relief requested be granted.
\_\_denied.

0-8-11 Date

This communication is from a debt collector.

Judge

Peroutka & I

eroutka

CC. ATP 16-8-11

Case 1:11-cv	/-02492-BEL Docu	ument 3-3 Filed 10/10	0/11 Page 3 of 44 SKMO (A)
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DISTRICT COUR	TAOF MARYLAND FO	OR	arford Cunty
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Stock G	Peroutha #111	Name Comment	av C Sc
Address	reporta 111	Fvs. Address	OX TOLD J
8028 RITCHUS	Creditor	Delac	fendant/Judgment Debtor
Pasadena n	で シーノ	AND (	A Communication of the Communi
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TOWSON, MARYLA	MD. 21204	,	
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Checking account (number, n	ame and amount)		
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Other debts due any defendan	t or any other property bel-	onging to any defendant (nan	ne, nature and value)
Name	Nature	••••••	\$
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(If additional space is not	eded, attach sheet.)		
5/20/6	<i>1011</i>	BALTO. CO	O. EMP. F.C.U.
Dane	***************************************	Signatur 20 GaMebee SUS 6	WEHANISA AVE. Attorney I.D.
		AddresTOWSON, M	ARYLAND 21204
		***************************************	T elephone
I HEREBY CERTIFY that I m	ailed or delivered a copy of	this document to the Plaintiff	For Attorney for Plaintiff and to the EMP. F.C.U.
Defendant or Attorney for the De	fendant.		
C/11/1	$\Delta u$	23 W. SUSQUI	
	ULI	TOWSON, MAE	

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GRP 001

P DIST	RICT COURT OF MARYLAND F	OR	HARFORD COUNTY
	2 South Bond Street Ed at Bel Air MD 21014 Court Address		
	and the second s		
	Receivables, inc.	_ <b>v</b> s.	Karen L Dickey
	en G. Peroutka #1114 E Peroutka, P.A.		1866 Ovlord Sa
8028 Ritch	ie Highway 8-300 Pampit/Judgment Creditor	<del></del>	Bel Air Maryland 21015 Defendant/Judgment Debtor
Pasadena,	, MLJ 27722		XXX - XX -
	Baltimore County Emp FCU	ANI	Social Security Numb
SERVE ON:	s/o Legal Dept		☐ Serve by Sheriff/Constable
SERVE OIV.	23 W Susquehamia Ave		Send by Restricted Delivery Mail
	Baltimore MD 21204		Serve by Private Process
REQU		PERT	Y OTHER THAN WAGES (MD Rule 3-645)
. Action in:	•	(WRGI	P)
	Before Judgment		
	as entered in this case on	Aneil 20	2044
		•	<b>5-60-1</b>
0.044.47	Γ NOW DUE on the judgment is as follo		\$2412a0 441 426a5 1 <b>5</b> 70
	Original amount of judgment (exclude	ding co	sts and attorney's fees)
\$	Less total credits		ishin in the second
\$ <b>2,814.47</b>	Net		
s 10.80	Plus accrued interest, on \$2,814.47		at 10.000 % for period from
	April 29, 2011  Plus court costs due, including Writ	_, to _	May 13, 2011— ,
\$	Plus additional accrued interest, on \$	See Mo	nthly Creditors Report% for period from
		, to	,
\$ 422.17	Plus attorney's fee, if allowed by jud	gment.	
\$ 3,315,44	TOTAL DUE ON JUDGMENT		
•	ts that a Writ of Garnishment be directed	to the	Garnishee.
Stephen G. Perouti	_		28 Ritchia Boy, 8-300
Scott T. Whiteman	Date Sean P. Daly	_	Signature of Judgment Creditor or Attorney
(800) 899-2424	10-09547-0 Name	<b>Pa</b>	sadena, NO 21122 Addes
***************************************	Phone	- <b>1</b>	is communication is from a debt collector.
		ERTY (	OTHER THAN WAGES (MD Rule 3-645)
To the Garnishe		adinaa	, any property of the Judgment Debtor in your possession
at the time of se	ervice of this Writ and all property of the	Judom	ent Debtor that may come into your possession after
			stor, whether immediately payable or unmatured. Federal
and State exemp	ptions may be available to you and to the	Judgm	ent Debtor.
You mu	ist file an answer to the court within 30 d	lays of s	service of this Writ and forward a copy to both the
Plaintiff/Credito	or and the Defendant/Debtor. Failure to d	lo so ma	y result in a judgment by default being entered against
you. The Judgm	Hent Debtor has the right to contest this g	arnishn	ent by filing a motion asserting 4 defense orgobjection.
	NOTICE TO PE	- RSON	SERVING WRIT

Promptly after service upon the Garnishee, the person making service shall mail a copy of the Writ to the Judgment Debtor's last known address. Proof of service and mailing shall be filed with the Court promptly (MD Rule 3-126.)

TRIAL DOCKET



DISTRICT: 09

PAGE: 1 LOCATION: 01 DATE: 04/29/2011 CASE NUM: 09-01-0000030-2011 ROOM: 03 COMPLAINT NUM: 001 TIME: 01:30 PM FILED: 01/03/2011 INIT, CLAIM: \$2,814.47 CONTRACT COSTS & FEES: \$68.00\* **PLAINTIFF** VS. **DEFENDANT** PASADENA RECEIVABLES INC DICKEY, KAREN L csmart #300 8028 RITCHIE HIGHWAY 1856 OXFORD SQUARE 1:52pm PASADENA MD 21122 BEL AIR 21015 PEROUTKA, STEPHEN G ATTORNEY FOR PLAINTIFF ATTORNEY FOR DEFENDANT JUDGMENT ENTERED FOR THE PLAINTIFF(S) AFFIDAVIT JUDGMENT PRINCIPAL.....\$\_\_ \_\_ DEFAULT \_\_ CONSENT PRE-JUDGMENT-INTEREST....\$\_\_\_\_ \_\_ CONFESSED TOTAL JUDGMENT.....\$\_\_\_ \_ FOREIGN \_\_ AFTER TRIAL \_\_ JOINTLY AND SEVERALLY COSTS.....\$\_ OTHER....\$\_\_\_\_\_ \_\_ DISMISSED ATTORNEY'S FEES.....\$\_\_\_\_ \_\_\_ JUDGMENT DENIED POST-JUDGMENT INTEREST AT XLEGAL RATE \_\_ CONTRACTUAL RATE THE PLAINTIFF(S) IN FAVOR OF THE DEFENDANT \_\_ AFTER TRIAL \_\_ PER RULE 3-615 \_\_\_ IN REPLEVIN, FOR POSSESSION OF PROPERTY CLAIMED, VALUED AT \$\_\_\_\_\_, IS AWARDED TO THE \_\_\_\_\_ TOGETHER WITH DAMAGES OF \$\_\_\_\_\_ FOR THE DETENTION THEREOF. IN DETINUE, FOR POSSESSION OF PROPERTY CLAIMED, OR IN THE ALTERNATIVE, \$\_\_\_\_\_REPRESENTING THE VALUE OF THE PROPERTY SUED FOR, PLUS DAMAGES OF \$\_\_\_\_\_ FOR ITS DETENTION IS AWARDED TO \_ BAD FAITH INSURANCE CLAIM INDICATOR DATE: 04/29/2011 01/03/2011 INITIAL CASE FILING 01/19/2011 REGULAR CLAIM SERVED ON DEFENDANT 02/09/2011 NOTICE OF OUTCOME OF ORIGINAL SERVICE SENT TO THE PLAINTIFF 03/08/2011 AFFIDAVIT JUDG DENIED BY 9G2; REASON FOR DENIAL FOLLOWS: 03/11/2011 MERIT TRIAL SET FOR 03/04/2011 POSTPONED BY COURT REQUEST -9G2 03/11/2011 NOTICE OF TRIAL POSTPONEMENT SENT TO ALL PARTIES 03/25/2011 ATP RQ TO RESET FOR AFDV JUDG-TO JUDGE 3/30/11

03/30/2011 -- LEAVE ON TRIAL DOCKET FOR 4/29/11, 9M5

	*
PASADENA RECEIVABLES, INC.	*  *  DISTRICT COURT
PLAINTIFF 55 W2 25 P 2	* OF MARYLAND
UTOTUSE COURT OF HO V.S. BEL AIR MD	FOR HARFORD COUNTY
V.S. DEL ARTID	* CASE NO: 30-2011
KAREN L DICKEY	* TRIAL DATE: 4/29/11
DEFENDANT	•
****	*
<u>MOTION</u>	TO RESUBMIT
Attached is additional documentation Please reconsider for affidavit judgment as r	n in support of the above claim. no notice of intention to defend has been filed.
	Respectfully Submitted, Peroutka & Peroutka P.A.  By: Stephen G. Peroutka #1114 Michael A. Peroutka Scott T. Whiteman Sean P. Daly 8028 Ritchie Hvy, Ste 300 Pasadena MD 21122 (800) 899-2424 10-09547-0
I HEREBY CERTIFY that on this M to Karen L Dickey, 1856 Oxford Sq, Bel Air  ORD  The requested relief is granted	Peroutka & Peroutka
The requested relief is denied  This communication is from a debt collector.	JUDGE Leave on Trial dockety

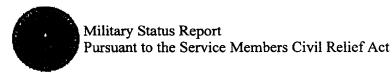
7

TITICE VICTOR E BUTANIS

Request for Military Status

10-095 PP-1 Mar-22-2011 10:08:38

Department of Defense Manpower Data Center



≺ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
DICKEY	IKARHN		nformation you have fur in indicating the individ	rnished, the DMDC does no ual status.	ot possess

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

# Mary M. Lavely-Dison

Mary M. Snavely-Dixon, Director Department of Defense - Manpower Data Center 1600 Wilson Blvd., Suite 400 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <a href="http://www.defenselink.mil/faq/pis/PC09SLDR.html">http://www.defenselink.mil/faq/pis/PC09SLDR.html</a>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects active duty status including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided. Report ID:NC85L2RL87

9000 87

### CHASE O

### BILL OF SALE

Chase Bank USA, N.A. ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated May 08, 2009 between Seller and Riverwalk Holdings, Ltd. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of June 09, 2009 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Number of Accounts
Total Unpaid Balances
Premium
Due Seller

20156 \$89,603,381.02

Amounts due to Seller by Purchaser in hereunder shall be paid U.S. Dollars by a wire transfer to be received by Seller on June 24, 2009 (the "Closing Date") by 2:00 p.m. Seller's time, as follows:

Chase Bank USA, N.A ABA #021000021

Beneficiary Name: Chase Bank USA, N.A. Beneficiary Account: #304-256420

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Chase Bank USA, N.A.

By:

By:

Date: June 19, 2009

Title Operations Manager

Title Cast manager

Title Cast manager

### EXHIBIT A

### BILL OF SALE

Riverwalk Holdings, Ltd ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated January 22, 2010 between Seller and All Debt Traders Portfolio Co., LLC ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of January 25, 2010 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Riverwalk Holdings, Ltd	All Debt Traders Portfolio Co., LL
By: Maj Ya	By: Vith Bufate
Date: 1 - 2210	Date: 1/26/10
Title: CER - 3 Maraging Portur	Title PresiDant

Initials BRWH OL

900087

### EXHIBIT A

### **BILL OF SALE**

All Debt Traders Portfolio Co., LLC ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated January 22, 2010 between ("Seller') and Pasadena Receivables, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of January 26, 2010 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Number of Accounts

Total Unpaid Balances

Premium

Due Seller

207

\$840,129.63

0645

\$54,188.36

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

All Debt Traders Portfolio Co., LLC  By:	Pasadena Receivables, Inc.
Date: 1/26/10	Date: 1/29/10
Title: President	Title V(ceffesident

Initials ADTPC DE

71213 BEX Z 13109 D KAREN L DICKEY 1856 OXFORD SQ BEL AIR MD 21015-8317

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CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19886-5153

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CHASE O

Statement Date: 04/12/09 - 05/11/09

Minimum Payment: \$827.00 Payment Due Date: 08/05/09 Manage your account online: www.chase.com/creditcards

Additional contact information conveniently located on reverse side

ACCOUNT SUMMARY	VISA Account Number: 4		
Previous Balance Finance Charges	\$2,745.41 +\$69.06	Total Credit Line Available Credit	\$2,000 \$0
New Balance	\$2,814.47	Cash Access Line Available for Cash	\$400 \$0

The outstanding balance on your credit card account is scheduled to be written off as a bad debt shortly. As a result, your credit bureau will be updated with a negative rating that could last for up to seven years. We can still help, but you need to call us now at 1-888-792-7547 (collect 1-302-594-8200).

Important Message: Over Credit Limit
Your statement balance exceeds your credit limit. You should make a payment that includes the overlimit amount and brings the balance under your limit.

Category	Daily Periodic Rate 30 days in cycle	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08285%	\$2,750.07	\$68.35	\$0.00	\$0.00	\$68.35
Cash advances		 \$28.47	\$0.71	\$0.00	\$0.00	\$0.71
Balance transfe		 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Effective Annual Percentage Rate (APR): 30.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

48244 BEX Z 10109 D KAREN L DICKEY 1856 OXFORD SQ BEL AIR MD 21015-8317

CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19886-5153

balaallii aaalla dadaa daallaa dhaadda dhaadd

CHASE O

Statement Date: 03/12/09 - 04/11/09

Minimum Payment: \$730.00 Payment Due Date: 05/06/09 Manage your account online: www.chase.com/creditcards

Additional contact information conveniently located on reverse side

ACCOUNT SUMMARY	VISA Account Number:		
Previous Balance	\$2,637.60	Total Credit Line	\$2,000
Purchases, Cash, Debits	+\$39.00	Available Credit	\$0
Finance Charges	+\$68.81	Cash Access Line	\$400
New Balance	\$2,745.41	Available for Cash	\$0

You haven't made the required payments and your credit card account is 150 days past due. You can still turn things around. Call us today at 1-888-792-7547 (collect 1-302-594-8200) so that we can find a solution for your situation.

Important Message: Over Credit Limit
Your statement balance exceeds your credit limit. You should make a payment that includes the overlimit amount and brings the balance under your limit.

ACCOUNT	ACCOUNT ACTIVITY			
Date of	Marchael March on Transaction Description	\$ Amount		
<u>Transaction</u>	Merchant Name or Transaction Description	3 Amount		
04/05	LATÉ FEE	39.00		

Category	Daily Periodic Rate 31 days in cycle		Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08285%	30.24%	\$2,651.61	\$68.10	\$0.00	\$0.00	\$68.10
Cash advances	V .08285%	30.24%	\$27.76	\$0.71	\$0.00	\$0.00	\$0.71
Balance transfe	r V.08285%	30.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total finance ch	arnes					_	\$68.81

Effective Annual Percentage Rate (APR):

30.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category.

The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 15 of 44 Payment Due Date 04/05/09 \$2,637.60 \$595.00 Account number: Make your check payable to: Chase Card Services. Please write amount enclosed. New address or s-mail? Print on back.

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CARDMEMBER SERVICE PO BOX 15153 WILMINGTON DE 19886-5153

lahta dillaa adalah dahada adda dahadil

CHASE O

Statement Date: 02/12/09 - 03/11/09

Minimum Payment: \$595.00 Payment Due Date: 04/05/09 Manage your account online: www.chase.com/creditcards

Additional contact information conveniently located on reverse side

ACCOUNT SUMMARY	VISA Account Number:					
Previous Balance	\$2,538.97	Total Credit Line	\$2,000			
Purchases, Cash, Debits	+\$39.00	Available Credit	\$0			
Finance Charges	+\$59.63	Cash Access Line	\$400			
New Balance	\$2,637.60	Available for Cash	\$0			

It's not too late to resolve the outstanding balance on your credit card account. We have a variety of payment options that may be right for you. Call 1-888-792-7547 (collect 1-302-594-8200) today.

03/10

Important Message: Over Credit Limit
Your statement balance exceeds your credit limit. You should make a payment that includes the overlimit amount and brings the balance under your limit.

**ACCOUNT ACTIVITY** Date of Merchant Name or Transaction Description \$ Amount Transaction 39 00

Category	Daily Periodic Rate 28 days in cycle	Corresp.	Average Daily Balance	Finance Charge Due To Periodic Rate	Transaction Fee / Service Charge	Accumulated Fin Charge	FINANCE CHARGES
Purchases	V .08285%	30.24%	\$2,543.16	\$59.00	\$0.00	\$0.00	\$59.00
Cash advances	V .08285%	30.24%	\$27.09	\$0.63	\$0.00	\$0.00	\$0.63
Balance transfe		30.24%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Effective Annual Percentage Rate (APR):

LATE FEE

30.24%

Please see Information About Your Account section for balance computation method, grace period, and other important information.

The Corresponding APR is the rate of interest you pay when you carry a balance on any transaction category. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 16 of 44

(iii)	WaM	u		Payment Due Date	Minimum Payment	Balance as of 02/11/2009	Acc Nun	ber
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For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

# Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 17 of 44

₩ WaMu <sup>-</sup>	Payment Due Date	Minimum Payment	Balance as of 81/09/2009		ount mber
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We need to hear from you. Now the time to make a payment. Call 800.280.9441 or visit warmucanhelp.com to learn about easy and convenient payment options.		N 000	\$	nyable to Wash	Ington Mutus
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Effective ANNUAL PERCENTAGE RATE (APR): 30.56% \*These rates may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

A payment is due on this account.

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If you misplaced your bill or need additional payment options, we can help.

Simply call  $\bf 800.955.7276~\rm or~log~in~at~wamucanhelp.com~where~you~can:$ 

- · Make a payment
- Choose different payment options
- Get current account details

Make a payment. Call or log in today.

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### Page 18 of 44

(M)	WaMu				Payment Due Date		inimum syment	12/10	ce as of 2008		ount mber
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# Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 19 of 44

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The Corresponding APR is the rate or interest you pay writen you carry a belance on publicases of cash advances. The Entertheen your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

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### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 20 of 44

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	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,860.05	.0794%*	28.99%*	\$42.83	Term A
Cash - Current Cycle	\$25.04	.0794%*	28.99%*	\$0.58	Term 8
Custom Cash 2 - Current Cycle	\$250.61	.0794%*	28.99%*	\$5.77	Term B
Effective ANNUAL PERCENTAGE RAT	TE (APR): 27.63%			"These rat	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Handerson, NV.

# Forget something?

In case you misplaced your bill, or simply forgot,

a payment is due on this account.

Log in at www.wamucanhelp.com where you can:

- Make payments online
- Update your contact information
- Get current account details and much more

Make a payment online. Log in today.

### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 22 of 44

WaMu <sup>-</sup>	Payment Due Date	Minimum Payment	Balance as of 08/12/2008	Account Number
PO Box 660433, Dates, TX 75266-0433  Indicate change of address on back  We need to hear from you. Now's the time to make a payment. Call 800,280.0561 or visit warnucanhelp.com to learn about easy and convenient payment options.	09/08/08	\$181.00 N 000		CLOSED (use blue or black ink)
50012353513381 WASHINGTON MUTUAL CARD SERVICES P.O. BOX 660487 DALLAS TX 75266-0487	i	KAREN L DICI 1856 OXFORD BEL AIR MD	) SQ 21015-8317	292871 121   121  121   1

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### Important Messages

YOUR ACCOUNT IS PAST DUE AND OVER ITS CREDIT LINE. Please pay the minimum payment listed above along with the overlimit amount immediately. You may also call us at 1-800-280-9441 or visit us at www.wamucanhelp.comfor payment options.

We Need Your Contact Info - Please update your contact info with both day and evening phone numbers; we may need these to contact you concerning activities on your account. To update your phone numbers use the back of the payment coupon, catt 800.280.0561, or go to warnucards.com.

Account Summary

Statement Closing Date	08/12/08	Credits & Payments	-	\$0.00
Credit Line	\$2,000.00	Cash Advances	+	\$0.00
Available Credit for Cash Advances as of 08/12/08	\$0.00	NEW BALANCE	=	\$2,112.07

### Transactions

Tran	Post		Defended Number	Amount
Date	Date	Description	Reference Number	
Jul 08	Jul 11	RETURN PMT FEE	000000000000000000000000000000000000000	\$39.00
Aug 06	Aug 06	LATE PAYMENT CHARGE	0000	\$39.00
	Aug 12	OVERLIMIT FEE	0000	\$39.00
Aug 12	Nug 12	Overlimit by \$73.07 on 08/12/08		

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

### **Balance Category**

	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,741.44	.0794%*	28.99%*	\$45.63	Term A
Cash - Current Cycle	\$24.43	.0794%*	28.99%*	\$0.64	Term B
Custom Cash 2 - Current Cycle	\$245.71	.0507%*	18.49%*	\$4.11	Term B
Effective ANNUAL PERCENTAGE RATE (APR): 30.05%				*These rat	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

### **Forget** something?

In case you misplaced your bill, or simply forgot,

a payment is due on this account.

Log in at www.wamucanhelp.com where you can:

- · Make payments online
- Update your contact information
- Get current account details and much more

Make a payment online. Log in today.

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### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 23 of 44

₩ WaMu <sup>-</sup>	Payment Due Date	Minimum Payment	Balance as of 07/10/2008	Account Number
PO Box 660433, Dallas, TX 75266-0433	08/06/08	\$69.00	\$1,944.69 AMOUNT ENG	LOSED (use blue or bleck ink)
YES! Protect my account with OPTIONAL Credit Protection (CP) I agree to the enclosed CP lemms & Conditions and authorize the monthly membership les of \$4.79 per \$1.00 of my balance to be billed to my account. (B)		N 000		ryable to Washington Mutual
50012353513381 WASHINGTON MUTUAL CARD SERVICES P.O. BOX 660487 DALLAS TX 75266-0487 Huddindidhalladladladladladladladladladladladladla	d	KAREN L DICK 1856 OXFORD BEL AIR MD	SQ	

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### Important Messages

Treat yourself to this season's new styles by shopping at your favorite brand name retailers in the WaMu Bonus Bucks(TM) program, and earn rebates when you use your WaMu Credit Card. Visit wamubonusbucks.com for updates on new retailers, your rewards summary, program news, and much more.

Thinking about refinancing or purchasing a new home? Our experienced Home Loan Consultants are here to help. Just stop by one of over 2,000 WaMu branches or call 866.353.7198. We look forward to hearing from you. Not sure if there is a WaMu branch near you? Visit wamu.com to search for one in your area.

### Account Summary

Statement Closing Date	07/10/08	Credits & Payments	-	\$78.43
Credit Line	\$2,000.00	Cash Advances	+	\$0.00
Available Credit for Cash Advances as of 07/	/10/08 \$55.00	NEW BALANCE	=	\$1,944.69
Available Credit for Cash Advances as of 07/		NEW BALANCE	=	

### Transactions

Tran	Post			
Date	Date	Description	Reference Number	Amount
Jun 19	Jun 23	SAFEWAY STORE00016527 BEL AIR MD	24164078172218013340086 5411	\$4.29
Jul 08	Jul 08	PAYMENT RECEIVED - THANK YOU	74185868190554036334637 D000	\$(78.43)

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

### **Balance Category**

	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,703.56	.0794%*	28.99%*	\$39.23	Term A
Cash - Current Cycle	\$24.41	.0794%*	28.99%*	\$0.56	Term B
Custom Cash 2 - Current Cycle	\$263.39	.0507%*	18.49%*	\$3.87	Term 8
Effective ANNUAL PERCENTAGE RATE (APR): 26.31%				"These rate	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

No Payments No Fees No Interest

With Credit Protection, if the unexpected happens you can suspend your WaMu credit card payments for up to 12 months with no fees or interest.\*

Eligible events include:

- Involuntary job loss
   Care of a new baby
- Disability
- · Care of a sick family member
- Hospitalization
- · Active military duty

Signing up is easy! Just initial the Credit Protection box at the top of your payment coupon and get the first 30 days free!\*\*

\*See the enclosed Credit Protection Terms and Conditions insert for the full program details. \*\*After the trial period, the membership fee of \$.79 per \$100 of your monthly balance will be billed to your Walklu card each month.

### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 24 of 44

₩ WaMu	Payment Due Date	Minimum Payment	Balance as of 06/11/2008	Account Number
P.O. Box 660433, Oslina, TX 75266-0433  Indicate change of address on back  YESI Protect my account with OPTIONAL Credit Protection (CP) Lagree to the enclosed CP Terms & Conditions and authorize the monthly membership lee of \$0.79 per \$100 of my inlance to be billed to my account. (A)	07/08/08	\$78.43		CLOSED (use blue or black ink)
50012353513381 WASHINGTON MUTUAL CARD SERVICES P.O. BOX 660487 DALLAS TX 75266-0487	ı	KAREN L DICK 1856 OXFORD BEL AIR MD	SQ 21015-8317	156452 111

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PAGE 1 of 1

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Important Messages

With summer vacation just around the corner, it's time to think about taking your family on a fun getaway. Plan the perfect getaway with the help of WaMu Bonus Bucks(TM), and earn up to 14% back when you shop at participating retailers with your WaMu Credit Card. Visit wamubonusbucks.com for the latest updates on new relailers, your rewards summary, program news, and much more.

Are you ready to rock? Turn up your bank (TM) for some sweet perks! Visit www.wamulive.com for details on the latest shows and to stay connected to your favorite artists.

WaMu. Bank Minded. Wild at heart. (TM)

Account Summan

Account Summary				
Statement Closing Date	06/11/08	Credits & Payments	-	\$69.00
Credit Line	\$2,000.00	Cash Advances	+	\$0.00
Available Credit for Cash Advances as of 06/11/08	\$24.00	NEW BALANCE	=	\$1,975.17

**Transactions** 

₹ran	Post			
Date	Date	Description	Reference Number	Amount
Jun 05	Jun 05	LATE PAYMENT CHARGE	0000	\$39.00
Jun 07	Jun 09	PAYMENT RECEIVED - THANK YOU	74185868161554000419492 0000	\$(69.00)

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

### **Balance Category**

	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,687.30	.0794%*	28.99%*	\$44.21	Term A
Cash - Current Cycle	\$24.35	.0794%*	28.99%*	\$0.64	Term B
Custom Cash 2 - Current Cycle	\$264.15	.0055%	1.99%	\$0.48	Term B
Effective ANNUAL PERCENTAGE RATE (APR): 27.53%				*These rat	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

No Payments No Fees No Interest

With Credit Protection, if the unexpected happens you can suspend your WaMu credit card payments for up to 12 months with no fees or interest.\*

Eligible events include:

- Involuntary job loss
   Care of a new baby
- Disability
- · Care of a sick family member

Hospitalization

· Active military duty

Signing up is easy! Just initial the Credit Protection box at the top of your payment coupon and get the first 30 days free!\*\*

\*See the enclosed Credit Protection Terms and Conditions insert for the full program details. \*\*After the trial period, the membership fee of \$.79 per \$100 of your monthly balance will be billed to your Wallu card each month.

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### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 25 of 44

WaMu <sup>-</sup>	Payment Due Date	Minimum Payment	Balance as of 05/09/2008	Acco Num	
PO Box 660430, Delins, TX 75286-0433  Indicate change of address on back  YES! Protect my account with OPTIONAL Credit Protection (CP). I agree to the encosed I/P lerms & Conditions and authorize the morthly membership fee of \$0.79 per \$100 of my balance to be billed to my account. (A)	06/05/08	\$69.00 N 000		CLOSED (use blue o	
50012353513381 WASHINGTON MUTUAL CARD SERVICES P.O. BOX 660487 DALLAS TX 75266-0487	ıl	KAREN L DICK 1856 OXFORD BEL AIR MD	SQ	alladddal	91334

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PAGE 1 of 1

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### Important Messages

Golf clubs, tools, or a hammock, maybe this is the year Dad needs one of these. Show Dad what he means to you when you shop for Father's Day with WaMu Bonus Bucks (TM) and earn up to 14% in automatic rebates. Visit wamubonusbucks.com for updates on new retailers, your rewards summary and program news

Give the perfect gift for Mother's Day, Father's Day or Graduations - a WaMu® MasterCard® Gift Card. Enjoyed anywhere Debit MasterCard is accepted, you save time and your recipient can buy what they want. Go to wamu.com/giftcard and buy one today. Check website for details. Gift Card is not FDIC insured.

Account Summary

Statement Closing Date	05/09/08	Credits & Payments	-	<b>\$6</b> 9.00
Credit Line	\$2,000.00	Cash Advances	+	\$0.00
Available Credit for Cash Advances as of 05/09/08	\$40.00	NEW BALANCE	=	\$1,959.84

### Transactions

Tran	Post			
Date	Date	Description	Reference Number	Amount
Apr 25	Apr 28	CVS PHARMACY #2499 Q03 BEL AIR MD	24445008117275781034115 5912	\$40.00
May 07	May 07	PAYMENT RECEIVED - THANK YOU	74185868128554061586256 0000	\$(59.00)

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

### **Balance Category**

	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,668.02	.0794%*	28.99%*	\$38.41	Term A
Cash - Current Cycle	\$24.38	.0794%*	28.99%*	\$0.56	Term B
Custom Cash 2 - Current Cycle	\$289.43	.0055%	1.99%	\$0.46	Term B
Effective ANNUAL PERCENTAGE RA	TE (APR): 23.87%			*These rat	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

No Payments No Fees No Interest

With Credit Protection, if the unexpected happens you can suspend your WaMu credit card payments for up to 12 months with no fees or interest.\*

Eligible events include:

- · Involuntary job loss · Care of a new baby
- Disability · Care of a sick family member
- Hospitalization
- Active military duty

Signing up is easy! Just initial the Credit Protection box at the top of your payment coupon and get the first 30 days free!\*\*

\*See the enclosed Credit Protection Terms and Conditions insert for the full program details. \*\* After the trial period, the membership fee of \$.79 per \$100 of your monthly balance will be billed to your Wallu card each month.

16CP8805

### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 26 of 44

PO. Box 660433, Dallss, TX 75266-0433 Indicate change of address on back	Payment Due Date 05/07/08	Minimum Payment \$69.00	Balance as of 04/10/2008 \$1,949.41	Account Number
YEST I want ID Theft Inspect Premier. I authorize the benefits provider to obtain and monitor my credit data from the credit bureaus and the fee of \$17.99/month to be automatically billed to my account after 30 days. (b)		N 000		LOSED (use blue or black ink)
50012353513381 WASHINGTON MUTUAL CARD SERVICES P.O. BOX 660487 DALLAS TX 75266-0487		KAREN L DICH 1856 OXFORD BEL AIR MD	21015-8317	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

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important Messages

You still have time to pay your taxes. Use your WaMu credit card and pay online. It's fast, easy and secure. Just go to wamucards.com to learn more!

Mother's Day is May 11th! You can find that perfect gift - and earn automatic rebates - with the help of WaMu Bonus Bucks! Visit warnubonusbucks.com for the latest updates on new participating retailers, your rewards summary, helpful shopping tips, and more.

Your account is eligible for an upgrade. Call 1-866-907-9197 by April 20, 2008 to enroil in our Cash Back program or receive a promotional rate on purchases made from the time you respond through May 5, 2008. The choice is yours and enrollment is free. For complete Terms and Conditions, please refer to the letter you recently received in the mail.

Are you ready to rock? Turn up your bank (TM) for some sweet perks! Visit www.wamulive.com for details on the latest shows and to stay connected to your favorite artists. WaMu. Bank Minded. Wild at heart. (TM)

Statement Closing Date	04/10/08	Credits & Payments	-	\$75.00
Credit Line	\$2,000.00	Cash Advances	+	\$50.00
Available Credit for Cash Advances as of 04/10/08	\$50.00	NEW BALANCE	=	\$1,949.4

Transactions

Tran	Post			
Date	Date	Description	Reference Number	Amount
Mar 20	Mar 21	MARS CARNEY VILLAGE BALTIMORE MD	24427338080040001372984 5411	\$10.46
Mar 20	Mar 24	CVS PHARMACY #1657 Q03 YORK PA	24445008081229544580282 5912	\$44.12
Mar 27	Mar 28	PNC BANK/M&T 601 HOAGIE DBEL AIR MD	72717088087638210431020 6011	\$50.00
Mar 27	Mar 31	CVS PHARMACY #2499 Q03 BEL AIR MD	24445008088238548370045 5912	\$11.43
Mar 28	Mar 28	CASH ADVANCE FEE, A FINANCE CHARGE	72717088087638210431020 0000	\$10.00
Apr 07	Apr 07	PAYMENT RECEIVED THANK YOU	74185868098554024074107 0000	\$(75.00)

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

### **Balance Category**

	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,625.16	.0815%*	29.74%*	\$39.74	Term A
Cash - Current Cycle	\$24.97	.0815%*	29.74%*	\$0.61	Term B
Custom Cash 2 - Current Cycle	\$292.24	.0055%	1.99%	\$0.48	Term B
Effective ANNUAL PERCENTAGE RATE (APR): 30.95%				*These rate	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

### Case 1:11-cv-02/02-REL | Document 3-3 | Filed 10/10/11 Page 27 of 44

Case 1.11-CV-02492-	BLL DU	Cument	3-3 FII	ed 10/10/11
₩ WaMu <sup>-</sup>	Payment Due Date	Minimum Psyment	Balance as of 03/11/2008	Account Number
PO. Box 660433, Delies, TX 75266-0433  Indicate change of address on back	04/07/08	\$75.00	\$1,857.57	
VEST   want ID Theft trapect Premier, I authorize the benefits provide to obtain and monitor my croft days from the croft bureaus and the fee of \$17.99/month to be automatically billed to my account after 30 days. (D)		N 000		ELOSED (use blue or black ink)
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Important Messages

\*\*Please review and keep the Important Notice of Changes to your Account Agreement at the end of this

Now there's an easier way to pay your federal tax bill. Use your WaMu credit card and pay online. It's fast, easy and secure. Just login at wamucards.com to learn more.

Its springtime! From outdoor sports to indoor entertainment, Wallu Bonus Bucks (TM) has the perfect brand name retailer for your needs. Earn automatic rebates when you shop at a participating retailer with your WaMu credit card. Find out all the details on retailers, your rewards summary, and more at wamubonusbucks.com.

Account Summary				<del></del>
Statement Closing Date	03/11/08	Credits & Payments	-	\$63.00
Credit Line	\$2,000.00	Cash Advances	+	\$0.00
Available Credit for Cash Advances as of 03/11/08	\$142.00	NEW BALANCE	2	\$1,857.57

### Transactions

Tran	Post			
Date	Date	Description	Reference Number	Amount
Feb 19	Feb 19	USAA USB MC & VISA G SAN ANTONIO TX	74185868050000000057266 4921	\$300.00
Feb 19	Feb 19	BALANCE TRANSFER FEE	74185868050000000092644 4921	\$15.00
Mar 09	Mar 10	PAYMENT RECEIVED THANK YOU	74185868070554090591978 0000	\$(63.00)

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$1,591.11	.0828%*	30.24%*	\$38.21	Term A
Cash - Current Cycle	\$0.00	.0828%*	30.24%*	\$0.00	Term B
Custom Cash 2 - Current Cycle	\$226.85	.0055%	1.99%	\$0.36	Term B
Effective ANNUAL PERCENTAGE RATE (APR): 33.99%				"These rat	es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

WaMu ID Theft Inspect\* Premier

### We'll fight ID theft, so you can rest easy.

Millions of Americans fall victim to identity theft every year. Protect yourself today by signing up for ID Theft Inspect® Premier. With your membership, you'll get:

- · Reports and scores from all three credit bureaus
- Monitoring of your credit information every business day
- · Access to fraud specialists if there's a problem
- Surveillance of Internet chat rooms where credit card information is illegally traded
- · Prompt alerts by email, mail, phone, or text

Sign up for ID Theft Inspect Premier today.\*

Simply initial the enrollment box at the top of your payment coupon.

\*See the enclosed ID Theft Inspect Premier insert for more information.

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### Page 28 of 44

				·lied 10/10/11
WaMu <sup>-</sup>	Payment Due Date	Minimum Payment	Balance as 6 02/11/2008	of Account Number
P.O. Box 660433, Dallars, TX 75266-0433	03/09/08	\$63.00	\$1,567.00	7
Indicate change of address on back	03/08/05	\$65.00	ـــــا لـــــــا	
YES! I want ID Theft Inspect Premier. I authorize the benefits provider to obtain and			AMOUNT	ENCLOSED (une blue or black ink)
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Important Messages			<del></del>	
Always remember to allow time for payments to reac before using your card. You could incur fees and see or you go over your credit limit any time during a billit	e your APRs inc			
Romance is in the air. Just use checks to access you	ur credit line and	d get the perfe	ct gift for some	ne special.
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Its springtime! From outdoor sports to indoor enterta		attac estailer	vith your WaMu	credit card. Find out all
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for your needs. Earn automatic rebates when you st the details on retailers, your rewards summary, and re			n.	

Transactions	

Available Credit for Cash Advances as of 02/11/08

Credit Line

Tran Date	Post Date	Description	Reference Number	Amount
Jan 14	Jan 15	GARDINERS FURNITURE 5 BEL AIR MD	24792528015200499400082 5712	\$89.84
Feb 02	Feb 04	GARDINERS FURNITURE 5 BEL AIR MD	24792628033200499400197 5712	\$487.30
Feb 06	Feb 06	PAYMENT RECEIVED - THANK YOU	74185868037554050218010 0000	\$(192.09)
Feb 07	Feb 08	USPS 2303830214 BEL AIR MD	24401408038001352137115 9402	\$40.00

\$2,000.00

\$400.00

Cash Advances

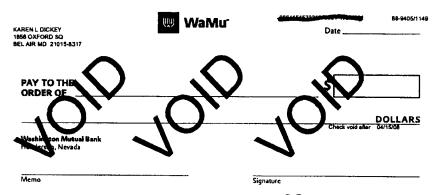
NEW BALANCE

\$0.00

\$1,567.00

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

CHECK TERMS AND CONDITIONS: When you use this check(s), we will charge a Cash Advance fee of 3% of the amount of the advance (\$10 minimum), which is a FINANCE CHARGE. To use this check(s), your account must be current and have enough available credit. Your available credit may be less if recently your credit line was lowered or a payment was returned. This check(s) must be used by 04/15/08 and can't be used to pay any Washington Mutual account. Returned check (se: \$28.) Charlimit (se: \$39.) Finance charges accrue from the date each check is presented to us. If you are currently receiving a promotional APR for Cash Advances, this APR will apply to this check(s) for the rest of the promotional period. After that (or if you are not receiving a promotional APR), your non-introductory APR for Cash Advances under your Account Agreement will apply, may vary, and is currently 30.99%. For this offer, the Cash Advance fee will be added to the Purchase Balance and be subject to your APR for Purchases.



### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 29 of 44

₩ WaMu <sup>-</sup>	Payment Due Date	Minimum Payment	Balance as of 01/10/2008	Account Number
PQ. Box 660433, Dalles, TX 75266-0433 Indicate change of address on back	02/06/08	\$45.00	\$1,102.25	-
Pay your bill online—or set up automatic payments. Go to wamucards.com		\$		CLOSED (use blue or black init)
		N 000	Make Checks Pa	ayable to Washington Mutual

50012353513381 WASHINGTON MUTUAL CARD SERVICES P.O. BOX 660487

DALLAS TX 75266-0487

KAREN L DICKEY 1856 OXFORD SQ BEL AIR MD 21015-8317

labbadiibaadhiddadadaadhaadhaddadhaadii

8092 0933 314

7 10 080110

PAGE 1 of 1 CO

COLR204C NOOO

DETACH HERE

201425

AB6092 2

**Account Summary** 

01/10/08	Credits & Payments	•	\$8.07
\$2,000.00	Cash Advances	+	\$0.00
\$400.00	NEW BALANCE	=	\$1,102.25
	\$2,000.00	\$2,000.00 Cash Advances	\$2,000.00 Cash Advances +

Transactions

Tran	POST			
Date	Date	Description	Reference Number	Amount
Dec 17	Dec 18	CREDIT PROTECTION INTEREST REFUND	0000 00000000000000000 0000	\$(0.12)
Dec 17	Dec 18	CREDIT PROTECTION FEE REVERSAL	0000 000000000000000000 0000	\$(7.95)
Jan 07	Jan 08	GARDINERS FURNITURE 5 BEL AIR MD	24792628008200499400057 5712	\$1,102.37

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

### **Balance Category**

•	Average Daily Balance	Daily Periodic Rate	Corresponding APR	Finance Charges	Grace Terms
Purchase - Current Cycle	\$147.15	.0856%*	31.24%*	\$0.00	Tem A
Cash - Current Cycle	\$0.00	.0856%*	31.24%*	\$0.00	Term B
Effective ANNUAL PERCENTAGE RATE (APR): 0.00%					es may vary.

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases or cash advances. The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.

For 24-hour Automated Account Information, please call 1-866-892-WAMU(9268) or visit us at www.wamucards.com Your account is issued by Washington Mutual Bank, Henderson, NV.

CHECK TERMS AND CONDITIONS: When you use this check(s), we will charge a Cash Advance fee of 3% of the amount of the advance (\$10 minimum), which is a FINANCE CHARGE. To use this check(s), your account must be current and have enough available credit. Your available credit may be less if treachly your credit line was lowered or a payment was returned. This check(s) must be used by 02/15/08 and can't be used to pay any Washington Mutual account. Returned check fee: \$29. Overlimit fee: \$39. Finance charges accrue from the date each check is presented to us. If you are currently receiving a promotional APR, for Cash Advances, this APR will apply to this check(s) for the rest of the promotional period. After that (or if you are not receiving a promotional APR, you non-introduct APR dor Cash Advances under your Account Agreement will apply, may vary, and is currently 31.24%. For this offer, the Cash Advance fee will be added to the Purchase Balance and be subject to your APR for Purchases.

MAREN L DICKEY
1856 OXFORD SQ
BEL AIR MD 21015-8317

PAY TO THE ORDER OF

Washington Mutual Bank
He to Sq. Nevada

Memo

Signature

50012353513381
WASHINGTON MUTUAL CARD SERVICES
P.O. BOX 660487
DALLAS TX 75266-0487

KAREN L DICKEY
1856 OXFORD SQ
BEL AIR MD 21015-8317



**DETACH HERE** 

212684

6092 0903 JYG

7 10 071211

PAGE 1 of 3

COLR204C NOOO

01AB6092

212684

### Important Messages

Need some extra spending power to get through your holiday list? Just use checks to access your credit line.

Our Web site has an exciting new look! It's now simpler to access all the info you want - balance due, payment due date, recent transactions, your credit score, and more. Plus, it's still easy as ever to make a payment. Now's the time to get started at wamucards.com.

Check the enclosed insert to learn more about our exciting new program of discounts to popular restaurants and retailers.

Kick off 2008 with **WaMu Bonus Bucks(TM)!** You'll find the perfect participating retailer to stay on track with your new year's resolutions for healthy living or just life in general! Plus, when you visit wamubonusbucks.com year-round, you'll get updates on new retailers, your rewards summary and program news.

### **Account Summary**

12/11/07	Credits & Payments	-	\$16.39
\$2,000.00	Cash Advances	+	\$0.00
\$400.00	NEW BALANCE	=	\$7.95
	\$2,000.00	\$2,000.00 Cash Advances	\$2,000.00 Cash Advances +

### **Transactions**

Tran	Post			
Date	Date	Description	Reference Number	Amount
Nov 21	Nov 21	PAYMENT RECEIVED - THANK YOU	74185867325554060006531 0000	\$(16.39)
Nov 30	Dec 03	CREDIT PROTECTION FEE 800-238-0984	000000000000000000000000000000000000000	\$7.95

FOR BILLING ERRORS AND IMPORTANT INFORMATION, SEE REVERSE OF PAGE 1.

CHECK TERMS AND CONDITIONS: When you use this check(s), we will charge a Cash Advance fee of 3% of the amount of the advance (\$10 minimum), which is a FINANCE CHARGE. To use this check(s), your account must be current and have enough available credit. Your available credit may be less if recently your credit line was lowered or a payment was returned. This check(s) must be used by 02/15/08 and can't be used to pay any Washington Mutual account. Returned check fee: \$29. Overlimit fee: \$35. Finance charges accrue from the date each check is presented to us. If you are currently receiving a promotional APR or Cash Advances, this APR will apply to this check(s) for the rest of the promotional period. After that (or if you are not receiving a promotional APR), your non-Introductory APR for Cash Advances under your Account Agreement will apply, may vary, and is currently 31.49%. For this offer, the Cash Advance fee will be added to the Purchase Balance and be subject to your APR for Purchases.

KAREN L DICKEY 1856 OXFORD SQ BEL AIR MD 21015-8317



NO.#1201

88-9405/1149

Date\_

...









### DISTRICT COURT OF MARYLAND for Harford County

Located at 2 S Bond St, Bel Air, Maryland 21014

### WRIT OF SUMMONS

Defendant: DICKEY, KAREN L

Serve On : DICKEY, KAREN L

Address : 1856 OXFORD SQUARE BEL AIR, MD 21015

RECEIVED

2011 FEB -4 A 11: 38

DISTRICT COURT OF MD #09 BEL AIR MD

Date Filed

: Jan 3, 2011

Issue Date Case Number: 090100000302011

: Jan 6, 2011

Complaint No.: 001

Trial Date : Mar 4, 2011 Trial Time : 08:30 am

Trial Room:

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within fifteen days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

### MUST BE SERVED BY Feb 5, 2011

### S. Michael Esposito, Administrative Clerk / RLS

To Private Process Server:

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

l certify that: ☐ I served a summons by delivery of the complaint and	all supporting pa	pers to	SEE ATTA	CHED
on date//20 at location	efendant is			•
and that; (4) the above listed address is the defenda concluded that individual served is of suitable age dis	nt's residence or user interestion are:		<u> </u>	
Victoria de la companya del companya de la companya del companya de la companya d			e cost of service is	
Description of the Defendant / Person Served : Race I was unable to serve because	/	_ Height	Weight	Age
Attempt: Attempt:	Attempt		Attempt:	
l solemnly affirm under the penalties of perjury that the conformation and belief and do further affirm I am a compe	contents of the fore etent person over	egoing paper a 18 years of a	are true to the best	of my knowledge
Date : / / 20 Signatur	re:////		<del></del>	<u> </u>
CUT HERE	Y/			CUT HERE
NOTICE OF INT	<b>ENTION TO</b>	<b>DEFEND</b>		
Defendant : DICKEY, KAREN L Trial Date : Mar 4, 2011			e # 09010000030 iplaint # 001	2011
Notice: If you <b>contest the claim</b> or any part thereof, you court listed at the top of this summons no later than 15 d he trial date.If you do not appear judgment by default or	lays after you rece	eive this Summ	nons and be preser	and file with the nt in court on
A corporation may enter an appearance only by an attorage appear on its behalf if the action is based on a claim that	t does not exceed	\$5,000.00.	•	
Any reasonable accommodation for persons with disabi	lities should be re	quested by co	ntacting the court p	prior to trial.
SEE ATTACHED NOTICE Fintend to be present at the trial of this claim and demand	OR IMPORTA	NT INFORI	MATION	
Explanation of defense :				
// 20	()		()_	
Date Signature	We	ork Phone		Home Phone

Address

PASADENA RECEIVABLES, INC.

\* IN THE

Plaintiff

1/

DISTRICT COURT

RECEIVED

OF MARYLAND FOR

DICKEY, KAREN L

Defendant PEB -4 A II: 38 \*

HARFORD COUNTY

DISTRICT COURT OF MD #09

Case No. 30-2011

### AFFIDAVIT OF RETURN OF SERVICE

I hereby certify that I am a competent private person over eighteen (18) years of age and not a party to this action and that I did serve the process in this action as described below:

Person Served:

KAREN L DICKEY

Relationship to Defendant

**SELF** 

Type of Document

SUMMONS, COMPLAINT AND EXHIBITS

Date of Service:

1/19/2011

08:10 PM

Location of Service:

1856 OXFORD SQ

**BEL AIR** 

MD

21015

The person I left the papers with ackowledges being: (1) a resident of the above listed address; (2) 18 years of age or older; (3) of suitable discretion in that relationship to the defendant is as listed above and that (4) the above listed address is the defendant's residence or usual place of abode (5) or is the defendant's place of business.

Description of the individual served is a follows:

Race	Sex	Height	Weight	Hair	Age
WHITE	Female	5'4	115	BLONDE	49

The cost of service is

\$40.00

I solemnly declare and affirm under the penalties of perjury the facts and matters set forth above are true and correct to the best of my knowledge, information and belief.

1/19/2011 IAN GREEN

P.O. Box 1745

Glen Burnie, MD 21060

Un

410-969-2515

Kos

PASADENA RECEIVABLES, INC.

DISTRICT COURT

**PLAINTIFF** 

OF MARYLAND

-----

FOR

V.S.

KAREN L DICKEY

DEFENDANT

CASE NO:30-2011

\*

TRIAL DATE: 3/04/11

HARFORD COUNTY

### INTEREST WORKSHEET FOR JUDGMENT

Total Judgment Breakdown:

Principal:

\$2,814.47

Interest:

\$297.02

Total Judgment:

\$3,111.49

15% Attorney Fee

per Contract

\$422.17

Plus Costs

RECEIVED

ZOIL FEB - 4 A 11: 43

DISTRICT COURT OF MD #03

Interest is computed as follows:

6.000% per annum on \$2,814.47 from 5/31/09 to 3/04/11 which is 642 days at \$0.46265260 per diem = \$297.02

Respectfully Submitted, Peroutka & Peroutka P.A.

refoulka & Feldulka F.A

By:\_

Stephen G. Peroutka #1114 Michael A. Peroutka

Scott T. Whitemah Sean P. Daly

8028 Ritchie Hwy, Ste 300 Pasadena MD 20122

(800) 899-2424 10-09547-0

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 2, 2011, a copy of this Worksheet was mailed to Karen L Dickey, 1856 Oxford Sq, Bel Air, Maryland 21015

This communication is from a debt collector.

Peroutka & Peroutka

### Case 1:11-cv-02492-BEL Document 3-3 Filed 10/10/11 Page 34 of 44

. ,							
		HARFOR	RD COUNTY				
		Trial	Docket				
District:			Page:				
Location:			Date: 3/04/11				
Case Number: 3	0-2011		Room:				
Complaint Num:			Time:				
Filed:	Init. Claim: 2,814.47	Cost & Fees	s: 68.00				
	PLAINTIFF Pasadena Receivables, Inc.	VS.	DEFENDANT Karen L Dickey				
	Stephen G. Peroutka Attorney For Plaintiff		Attorney For Defendant 10-09547-0				
Judgment Entere	ed For The Plaintiff(s)						
AFFIDAVIT	-	JUDGMENT	JUDGMENT PRINCIPAL2.814.47				
DEFAULT		PRE-JUDGI	PRE-JUDGMENT-INTEREST297.02				
CONSENT	Т	TOTAL JUD	TOTAL JUDGMENT3.111.49				
CONFESS	SED	COSTS	COSTS68.00				
FOREIGN		OTHER	OTHER				
TRIAL JUE	OGMENT	ATTORNEY'S FEES422.17					
POSSESS	ION	POST JUDO	MENT INTEREST ATLEGAL RATECONTRACTUAL RATE				
THE PLAIN FAVOR OF DEFENDA	THE						
3-506(b)							
	ND SEVERALLY						
POSSESSI THE	ON OF PROPERTY CLAIMED, V TOGETHER WITH	ALUED AT \$ I DAMAGES O	, IS AWARDED TO  F\$FOR DETENTION THEREOF.				
\$ ITS DETE	REPRESENTING THE VALUE NTION IS AWARDED TO THE	OF THE PROP	ERTY SUED FOR, PLUS DAMAGES OF \$FOR				
	JUDGE ID:	JUDGE:	DATE:				

This communication is from a debt collector.



### DISTRICT COURT OF MARYLAND for Harford County

Located at 2 S Bond St, Bel Air, Maryland 21014

### WRIT OF SUMMONS

Defendant: **DICKEY, KAREN L**Serve On: DICKEY, KAREN L
Address: 1856 OXFORD SQUARE

BEL AIR, MD 21015

Date Filed : Jan 3, 2011 Issue Date : Jan 6, 2011 Case Number : 090100000302011

Complaint No.: 001

Trial Date : Mar 4, 2011
Trial Time : 08:30 am

Trial Room:

You are summoned to appear for trial at the date, time and location shown above. If you intend to be present at the trial, you must file the attached Notice of Intention to Defend within fifteen days of receiving this complaint. Failure to file the Notice of Intention to Defend may result in a judgment by default or the granting of the relief sought.

### MUST BE SERVED BY Feb 5, 2011

### S. Michael Esposito, Administrative Clerk / RLS

To Private Process Server:

You are hereby commanded to serve this writ of summons and to make your return promptly if served. If you are unable to serve, you are to make your return below and return the original process to the court no later than ten days following the termination of the validity of the process.

I certify that:  I served a summons by do on date// 20					
The person I left the pape (3) of suitable discretion in	at location	fendant is			
			Ti	ne cost of service is	s \$
Description of the Defendant  I was unable to serve because	/ Person Served : Race	Sex	Height	Weight	Age
Attempt:	Attempt:	Attempt	•	Attempt:	
I solemnly affirm under the pe information and belief and do	nalties of perjury that the c further affirm I am a compe	ontents of the fo etent person ove	oregoing paper are for 18 years of a	are true to the best ge and not party to	of my knowledge, the case.
	/ 20 Signatur				
CUT HERE					CUT HERE
Defendant DICKEY MAD	NOTICE OF INT	ENTION T			2011
Defendant : DICKEY, KAR Trial Date : Mar 4, 2011	EN L			e # 09010000030 nplaint # 001	)2011
Notice: If you contest the cla court listed at the top of this so the trial date. If you do not app	ummons no later than 15 d	ays after you re-	ceive this Sumr	nons and be presen	and file with the nt in court on
A corporation may enter an appear on its behalf if the action	on is based on a claim that	does not excee	d \$5,000.00.	•	
Any reasonable accommodati	on for persons with disabi	lities should be	requested by co	ontacting the court	prior to trial.
SEE AT	TACHED NOTICE F al of this claim and deman			MATION	
Explanation of defense :	· · · · · · · · · · · · · · · · · · ·				
// 20	Signature	()	Work Phone	()	Home Phone

se m.

Address

DISTRICT COURT OF MARYLAN	ID FOR_	
LOCATED AT (COURT ADDRESS) HARFORD	COUNTY	COMPLAINT <b>★\$5,000</b> or under □ over \$5,000 □ over \$10,000
2 South Bond Bel Air MD 21		Clerk: Please docket this case in an action of contract tort replevin detinue bad faith insurance claim
CASE NO.		The particulars of this case are:
CV		Plaintiff, by coursel, sues Defendant and
PARTIES	$\equiv$	states: Plaintiff is the assignee of
Plainriff		Chase Bank U S A F/K/A W A M U, the
Pasadena Receivables, Inc.		original creditor. Defendant owes the
8028 Ritchie Hwy. #300		balance set forth herein pursuant to the
Pasadena MD 21122	4	Affidavit and attachments set forth herein.
Vs.	=	The agreement provides for reasonable
Defendant(s):	Serve by:	attorney's fees.
Karen L Dickey	Mail Mail	
1856 Oxford Sq	Private Process  Constable	
Bel Air Maryland 21015	Sheriff	
2.	Serve by:	
	Mail ☐ Private	
	Process  Constable	
	☐ Sheriff	
3.	Serve by:  Certified	(See Continuation Sheet)
	Mail ☐ Private	Legal
	Process  Constable	Contractual
4.	Serve by:	The Plaintiff claims:  See Worksheet and attorney's fees of \$plus interest of \$plus court costs.
	Certified Mail	attorney's fees of \$ 422.17 plus court costs.
	Private Process	Return of the property and damages of \$ for its detention in an action of replevin.
(	Constable Sheriff	Return of the property, or its value, plus damages of
ATTORNEYS	Sherm	for its detention in action of detinue.
For Plaintiff - Name. Address, Telephone Number & Code		Other: and demands judgment for relief.
Stephen G. Peroutka #1114 Michael A. F	<sup>2</sup> eroulka	#1114
Peroutka & Peroutka, P.A.		Signature of Plaintiff/Attorney/Intorney Code
8028 Ritchie Hwy, Ste 300 Scott T. Whi Pasadena, MD 21122 Sean P. Dah		(410) 700 2424
	·/	Telephone Number: (410) 708-2424 10-03347-9
APPLICATION AND	AFFIDAVI	T IN SUPPORT OF JUDGMENT
Cially availist the Lietendant including the amount of any	r smtowaat alaim	etail as to liability and damage to apprise the Defendant clearly of the
Properly authenticated copy of any note, security agree	ement upon wh	nich claim is hased Alternized statement of account Alternized
U vouchers Li Check Li Other written document Li		Uprified itemized renain hill an action
LHEKEBY CERTIFY: That I am the LIPlaintiff TI		of the Plaintiff herein and am competent to testify to owledge; that there is justly due and owing by the Defendant to the
realitation the sum set forth in the Complaint.		
I solemnly affirm under the penalties of perjury and upon	personal know	wledge that the contents of the above Complaint are true and I am
competent to testify to these matters.  Defendant No Defendant is in the military service and the facts su This is an attempt to collect a debt. Any inform Specific facts must be given for the Cou	pporting this	statement are:
This is an attempt to collect a debt. Any inform	See Attair	ached Affidavit ned will be used for that purpose.
Specific facts must be given for the Cou	ert to conclude that o	each Defendant who is a natural person is not in the military.
I am unable to determine whether or not any Defendant	is in military	service.
Date		6
Dak		Signature of Afficient

Signature of Affiant

STATE OF	Maryland	
COUNTY OF	Anne Arundel	

made on my personal knowledge:

### AFFIDAVIT IN SUPPORT OF COMPLAINT

I HEREBY CERTIFY THAT: I, <u>Michael A. Lagana</u>, AM THE <u>Vice President of Acquisitions</u> OF <u>Pasadena Receivables</u>, Inc.,

(title) (Company Name) the Plaintiff herein, and am competent to testify to the matters stated herein which are

Defendant(s) KAREN L DICKEY, under account number

worksheet calculated from 5/31/09 and attorneys fees of \$422.17 based upon the facts set forth in the attached Pasadena Receivables, Inc. account compilation. This compilation consists of records from Chase Bank U S A F/K/A W A M U purchased and maintained by Pasadena Receivables, Inc.; these records are:

- (a) true and correct copies of records that were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of these matters; and
- (b) were made and kept in the course of the regularly conducted business activity; and
- (c) were made and kept by the regularly conducted business activity as a regular practice.

That upon review of the Department of Defense Report, Defendant is not now in the military service, as defined in the Service Members Civil Relief Act of 2004 as amended.

I do solemnly declare and affirm under the penalties of perjury that the matters set forth above are true and correct upon my personal knowledge.

Date: December 22, 2010

Signature of Affiant

Michael A. Lagana

Printed Name of Affiant

I HEREBY CERTIFY that on <u>December 22, 2010</u>, before me, the subscriber, a Notary Public in and for the City County aforesaid, personally appeared the above-stated affiant, and made oath in the form of Faw.

60/10-09547-0

9000-87

Chase Bank U S A F/K/A

My Commission Expires:

Notary

Notary Public, Anne Arundel County, Maryland My Commission Expires January 1, 2012

# PASADENA RECEIVABLES, INC. ACCOUNT SUMMARY

AcctID	10-09547-0
PortfolioID	9000-87
Merchant	Chase Bank U S A F/K/A W A M U
AcctNumber	
SSN	XXX-XX-9079
DateOfBirth	0/00/00
Original Acct #	
BrwrFirstName	KAREN L
BrwrLastName	Dickey
Suffix	
BrwrAddr1	1856 Oxford Sq
BrwrAddr2	
City	Bel Air
State	MD
Zip	21015
HomePhone	
WorkPhone	
WirelessPhone	
OtherPhone	
EmpName	
EmpAddress	
CoSSN	
CoDateOfBirth	
CoPrefix	
CoFirstName	
CoLastName	
CoSuffix	

CoAddress	
CoAddress2	
CoCity	
CoState	
CoZip	
CoHomePhone	
CoWorkPhone	
CoWirelessPhone	
CoOtherPhone	
CoBrwrEmName	
CoBrwrEmpAddress	
OriginationDate	5/29/06
LastPmtDate .	September 23, 2008
LastPmtAmt	260.00
ChgOffDate	5/31/09
ChgOffBalance	2,814.47

2,814.47

PrincipalBalance

900087 Chase

### **EXHIBIT A**

### **BILL OF SALE**

All Debt Traders Portfolio Co., LLC ("Seller"), for value received and pursuant to the terms and conditions of Credit Card Account Purchase Agreement dated January 22, 2010 between ("Seller") and Pasadena Receivables, Inc. ("Purchaser"), its successors and assigns ("Credit Card Account Purchase Agreement"), hereby assigns effective as of the File Creation Date of January 26, 2010 all rights, title and interest of Seller in and to those certain receivables, judgments or evidences of debt described in Exhibit 1 attached hereto and made part hereof for all purposes.

Number of Accounts
Total Unpaid Balances
Premium
.0645
Due Seller

This Bill of Sale is executed without recourse except as stated in the Credit Card Account Purchase Agreement to which this is an Exhibit. No other representation of or warranty of title or enforceability is expressed or implied.

Initials ADTPC DE

18

# have T/C

### **Cardmember Agreement**

CMA10589

This is the Agreement that establishes the terms of your Cardmember Account ("Account") with Chase Bank USA, N.A. Please need it carefully and keep it for your records. You do not need to sign this Agreement, but please be sure to sign the back of your Card if you have not already done so. All extensions of credit in connection with your Account are being made by Chase Bank USA, N.A., in Wilmington, Delaware. Any use of your Card or Account confirms your acceptance of the terms and conditions of this Agreement.

Definitions: In this Agreement, the words "yee" and "your" refer to each person (jointly and severally if more than one) who has applied for the Account and any other person who has agreed to be responsible for the Account. The words "we", "us", and "our" refer to Chase Bank USA, N.A., which is the successor by merger to Bank One, Delaware, N.A. We unase same USA, PLA., which is the successor by merger to Bank Une, Delaware, N.A. We may at any time choose to communicate with you under our other brands including Bank Dryou enderstand that all such brand references when referring to your Card or Account shall mean Chase Bank USA, N.A. "Card" refers to each MasterCard and/or Visa Card that is issued on your Account. The Card must be returned or surrandered to us or our agent upon request. Using Your Account: You may use your Card or Account to purchase or lease goods or services, or pay amounts you owe, wherever the Card is honored, transfer balances from other accounts or, if applicable, to obtain advances to cover an overdraft on your checking account accounts or, if applicable, to obtain advances to cover an overdent on your checking account with an affiliate of ours under the terms of this Agreement and your Overdraft Protection Agreement, ("Overdraft Advances"), (Purchases, Balance Transfers and Overdraft Advances are collectively celled "Purchases"). You may also use the Card to obtain cash loans ("Cash Advances") at Automated Teller Machines, or from financial institutions accepting the card; or to obtain travelers checks, foreign currency, money orders, wire transfers or similar cash-like charges; or to obtain lottery tickets, casino garring chips, race track wagers or for similar betting transactions. You may also use a third party service to make a payment on your behalf and bill the payment to this Account. You agree to accept credits to your Account instead of each refunds when the principal Purchase was charmed to wure Account lossed of cash refunds when the original Purchase was charged to your Account.

We may issue "Convenience Checks" to you which may be used to access your credit line. Use of a Convenience Check will be treated as a "Purchase" in the amount of your check. Each Convisionce Check will contain your Account number and may be used only by the person(s) whose name(s) is/are printed on it. Each must be completed and signed by you (or either of you) in the same manner as a regular personal check.

You may not use these checks, nor may you transfer a balance to pay any amount you owe to US, or any of our related banks, under your Cardmarnber Agreement or under any other credit agreement or account you may have with us. You promise to use your account only for valid and lawful transactions. For example, internet gembling may be illegal in some places, it is not our responsibility to make sure that you use your account only for permissible transactions, and you will remain responsible for paying for a transaction even if it is not permissible.

u will remain responsible for paying for a transaction even a it is not permission.

Againers On Year Account You authorize us to pay and charge your Account for all a second to the paying the second to the second to the paying the second to the se Purchases and Cash Advances made or obtained by you or anyone you authorize to use your Card or Account. You promise to pay us for all of these Purchases and Cash Advances, plus any Finance Charges assessed on your Account and any other charges and less which you may owe us under the terms of this Agreement. You will be obligated to pay authorized charges to your Account whether resulting from (1) actual use of your Card or Convenience Checks, (2) mail order or telephone, computer or other electronic Purchases made without presenting the Card or (3) any other circumstance where you authorize a charge, or authorize someone else Less on (a) any owns accusions account, Each person who is included within the definition of the term "you", above, is responsible to pay the full amount owned on the Account. We may require that you pay the full amount owned on the Account. We may require that you pay the full amount owned without first asking the other person(s) to pay. All payments must be made in U.S. dollars. Any payment made by check or other negotiable instrument must be drawn on a U.S. bank or a U.S. branch of a foreign bank.

Payment Allocation: You agree that we are authorized to allocate your payments and credits in a way that is next favorable to or convenient for us. For example, you authorize us to apply your payments and credits to belances with lower Asmual Parcentage Rates ["APRs"] (such as promotional APRs) before balances with higher APRs.

Could Line/Authorized-Usage: Your credit line in shower and the felder-containing-your Card. Since we may change your credit line from time to time, your heatst credit line will appear on your monthly statement. You agree not to make a Purchase or obtain a Cash Advance that would cause the unpaid balance of your Account to exceed your credit line. We may honor Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Purchases and Cash Advances in excess of your credit line at our sole discretion. If we do, this Agreement also applies to their excess and you agree to pay the excess immediately if we request that you do so. You agree that we may change or cancel your credit line at any time without affecting your obligation to pay amounts that you owe under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances. If we do and you exceed that finit, you will be considered to have exceeded your credit line for all purposes of this Cantimember Agreement. For security reasons, we may limit the number or dollar amount of Purchase, Cash Advance and/or Convenience Check transactions that may be accomplished with numer Cart or Agreement and we have the right to limit sthesistation to make eccomplished with your Card or Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances if we consider it necessary to verify payments received on your Account. Your total available credit may not be restored for up to 15 days after we

Periodic Statements: We will send a statement at the end of each monthly billing cycle in which your Account has a debit or credit balance of more than \$1,00 or if a Finance Charge has been imposed. Among other things, your monthly statement will show your New Release any Finance Charge, your credit line and available credit, your minimum payment due and the Payment Due Data. Your monthly statement will also show payment instructions and mation about how we may process payment checks electronically.

Credit information: You agree that we may request consumer credit reports from one or more credit reporting agencies in connection with your application and the administration of your Account. You also authorize us to exchange credit information concarning you or your Account with (and answer questions and requests from) others, such as merchants, other lenders and credit reporting agencies.

Skip/Promotional Features: From time to time, we may let you skip or reduce one or more

monthly payments during a year and/or we may temporalily reduce or eliminate certain Finance Charges on all or a portion of your Account balance or effer you either special terms. If

we do, we will advise you of the scope and duration of the applicable skip or promotional feature, when the skip or promotional feature ends, your regular rates and terms will resume. Refusal to Authorize Transactions: We may, but are not required to, decline a transaction on your Account for any of the following reasons:

- because of operational considerations.
- because your Account is in default,
- if we suspect fraudulent or unlawful activity or,
- in our discretion, for any other reason.

We are not responsible for any losses if a transaction on your Account is declined for any reason, either by us or a third party, even if you have sufficient credit available.

For on-line transactions, we may require that you register your Account with an authorization system that we select. We will notify you if we want you to register. If you do not register, we may decline your on-line transactions.

Refusal to Pay Convenience Checks: Each Convenience Check you write is your request for hauta at or Pay our required to the convenience Check for payment, we may review your Account to decide whether to authorize that Convenience Check. We may, but are not required to, reject and return unpaid a Convenience Check for any reason, including the following examples:

— We or one of our related companies is the payer on the Convenience Check.

- Your credit line has been exceeded, or would be exceeded if we paid the Convenience Check
- The Convenience Check is post-dated, if a post-dated Convenience Check is paid, resulting in another check being returned or not paid, we are not responsible.
   You have used the Convenience Check after the date specified on the check.
- You are in default or would be if we paid the Convenience Check.

Default/Collection: We may consider you to be in default if any of these occurs:

- We do not receive at least the minimum payment due by the date and time due as shown on your billing statement.
- You exceed your credit line.
- . You fail to comply with the terms of this Agreement or any agreement with one of our related companies.
- You file for brokespitey.
- . We obtain information that causes us to believe that you may be unwilling or unable to pay your debts to us or to others on time.
- You become incapacitated or in the event of your death.

If we consider your Account to be in default, we may close your Account without notice and require you to pay your unpaid belence immediately. We also may require you to pay interest at the rate of two percent (2%) a month on the unpaid balance when we deem your account to be six or more billing cycles past due.

To the extent permitted by law, if you are in default because you have failed to pay us, you will pay our collection costs, attorneys' fees, court costs, and all other expenses of enforcing our rights under this agreement.

Inguilar Payments And Delay In Enforcement: We can accept late payments, partial payments, checks and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. The fact that we may at any time honor a Purchase or Cash Advance in excess of your maximum credit line does not obligate us to do so again.

ARBITRATION AGREEMENT: PLEASE READ THIS AGREEMENT CAREFULLY IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION, ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT SUCH AS THAT IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ABRITATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART CLASS ACTION OR OTHER REPRESENTATIVE ACTION, TOU WILL MUT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE. OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERMISE HAVE HAD A PIGICT OR OPPORTUNITY TO BRING CLAMAS IN A COURT, REFERE A JUDGE OR JURY-AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHER (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IT YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DEFISION MAY RE MORE I MILITED. EXCEPT AS OTHERWISE PROVIDED BELOW THISS. THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED

Binding Arbitration. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be unforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1-16 as it may be amended. This Arbitration Agreement sets (orth the circumstances and procedures under which claims (as defined below) may be resolved by arbitration instead of being litigated in court.

resolved by arbitration insisted or desing sugarou in court.

Parties Covered. For the purposes of this Arbitration Agreement, "we", "us", and "our" means our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we", "us" and "our" shall mean any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third many is named by you as a co-defendant in any Claim you assert against us.

Claims Covered. Either you or we may, without the other's consent, elect mandatory, binding arbitration of any claim, dispute or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agraement, any prior Cardmember Agraement, your credit card Account or the advertising, application or approval of your Account ("Claim"). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, commee law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injurctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims

regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cordmember Agreement. This Arbitration Agreement includes Claims that arose in the past, or arise in the present or the future. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning.

Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third perty claims, interpleaders or otherwise, and a perty who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or

As an exception to this Arbitration Agreement, you retain the right to pursue in a small claims court any Claim that is within that court's jurisdiction and proceeds on an individual basis. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. party elects to animary a claim, the animation was be considered as all individual action. Meither you nor we agree to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed on such basis. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect.

No arbitration will be conselidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration. Agreement are (1) those brought by us against you and any co-applicant, joint cardmember, or authorized uner of your Account, or your heirs or your frustee in bankruptcy or (2) those brought by you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

Initiation of Arbitration. The party filing a Claim in erbitration must choose one of the following two arbitration administrators: American Arbitration. Association; or National

Arbitration Forum. These administrators are independent from us. The administrator does not conduct the arbitration. Arbitration is conducted under the rules of the salected arbitration conduct the arbitration. Arbitration is conducted under the rules of the salected arbitration administrator by an imperial third party chosen in accordance with the rules of the selected arbitration administrator and as may be provided in this Arbitration Agreement. Any arbitration hearing that you attend shall be held at a place chosen by the arbitration or arbitration administrator within the federal judicial district in which you reside at the time the Claim is filed, or at some other place to which you and we agree in writing. You may obtain copies of the current sales of each of the two arbitration administrators, information about arbitration and arbitrations. arbitration fees, and instructions for initiating arbitration by contacting the arbitration

Americae Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, Web site: www.mdr.org, 800-778-7879

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, Web site: www.arbitration-forum.com, 800-474-2371

Procedures and law applicable in arbitration. A single, neutral arbitrator will resolve Claims. The arbitrator will either be a lawyer with at least ten years experience or a retired or former judge. The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator that are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, and will honor claims of privilege recognized at law. You may choose to have a hearing and be represented by counsel. The arbitrator will take You may choose to have a hearing and be represented by counsed. The struitstor will take reasonable steps to protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to against, or for the benefit of any person who is not a party to the proceeding. If the law authorises such relief, the arbitrator may award punitive damages or attorney lees. The arbitrator will make any award in writing but need not provide a statement of reasons unless consented the a next. Here a new the proceeding a brief statement. requested by a party. Upon a request by you or us, the arbitrator will provide a brief statement of the reasons for the award.

of the reasons for the award.

Coats, We will reimburse you for the initial arbitration filing fee paid by you up to the amount of \$500 upon receipt of proof of payment. Additionally, if there is a hearing, we will pay any less of the arbitration and arbitration administrator for the first two days of that learning. The payment of any such hearing fees by us will be made directly to the arbitration administrator selected by you or us pursuant to this Arbitration Agreement. All other fees will be allocated in keeping with the rules of the arbitration administrator and applicable law. However, we will advance or reimburse filing fees and other fees if the arbitration administrator or arbitrator determines there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's attempers, arounds, witnesses, documents and other expenses, repartless of which is good cause for doing so, each party wis bear the expense of the fees and costs of that party's attements, experts, witnesses, documents and other expenses, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

Enforcement, finality, appeals. Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any perticular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any decision nandared in such arbitration proceeding will be final and binding on the parties, unless a party appeals in writing to the arbitration organization within 30 days of issuance of the award. The appeals in writing to the arbitration organization writin 30 days or issuance or tine award. Ine appeal must request a new arbitration before a panel of two neutral arbitrators designated by the same arbitration organization. The panel will reconsider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single crititator, and make decisions based on the vote of the majority. Each party will bear their own fees, costs and expenses for any appeal, but a party may recover any or all fees, costs and expenses from another party, if the majority of the panel of arbitrators, applying applicable law, so determines. An award in arbitration will be arbitrations. having jurisdiction.

bility, survival. This Arbitration Agreement shall survive: (i) termination or changes in the Cardinambar Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; [ii] the benkruptcy of any party or any similar proceedin i initiated by you or on your behalf, and (iii) payment of the debt in full by you or by a third party if any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Changes to this Agraemast: We can change this Agraemant at any time by adding, deleting, or modifying any provision. Our right to add, delete, or modify provisions includes financial terms, such as the APRs and fees, and other terms such as the nature, extent, and

terms, such as the Arns and lees, and other terms such as the hatter, extent, are enforcement of the rights and obligations you or we may have relating to this Agreement. Modifications, additions, or deletions are called "Changes" or a "Change". We will notify you of any Change if required by applicable law. These Changes will be effective at the time stated in our notice. Unless we state otherwise, any Change will apply to the unpaid belances on your Account and to new transactions.

The notice may state that you may notify us in writing by a specified date if you do not went to accept certain Changes we are making. If you notify us in writing that you do not accept the Changes, your Account will be closed and you will be obligated to pay your outstanding balance under the terms of the Agreement in effect on the date you received the notice of Change.

If you do not notify us in writing by the date stated in the notice, or if you notify us but also use your Account after the date stated in the notice, you will be deemed to accept all Changes in the notice and to accept and confirm all terms of your Agreement and all Changes in prior notices we have sent you.

Phone Calls: In the regular course of our business we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.

Notices: We will send statements and any other notices to you at the address shown in our files. If this is a joint account, we can send statements and notices to either of you. You promise to inform us promptly in writing of any change in your address. At our discretion, we may accept address corrections from the United States Postal Service.

Assignment: We may at any time assign your Account, any sums due on your Account, this Agreement or our rights or obligations under this Agreement. The person(s) to whom we make any such assignment shall be entitled to all of our rights under this Agreement, to the extent

GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT WILL BE GOVERNED BY THE LAW OF THE STATE DE DELAWARE AND, AS APPLICABLE, FEDERAL LAW.

### YOUR BILLING RIGHTS

### Keep This Notice For Future Use

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### Notify Us in Case Of Errors Or Questions About Your Bill

if you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at Cardmember Service, P.O. Box 15299, Wilmington, DE 19850-5299. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can talephone us, but doing so will not preserve your rights.

in your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about. Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the data that it is due. If you fail to pay the amount that we think you owe, we may seport you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a quest about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address, and

(b) The purchase price must have been more Sian \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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Minimum Payment: You agree to pay at least the minimum payment due, as shown on your

Minimum Payment: You agree to pay at least the minimum payment due, as shown on your billing statement, so that we receive it by the date and time payment is due. You may pay more than the minimum payment due and may pay the full amount you owe us at any time. If you have a belance that is subject to finance charges accrue on your balance each day, Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10,00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the largest of the following: \$10,00; 2% of the New Balance; or the swee of 1% of the New Balance, total billed periodic rate finance charges, and any billed late and everimit fees. As pert of the minimum payment due, we also add now amount next day amount over your credit line. add any amount past due and any amount over your credit line.

m Finance Charge: There is a minimum FINANCE CHARGE in the amount stated in the Table of Interest Charges in any billing cycle in which you owe a Periodic FINANCE CHARGE.

Periodic Fleance Charge Calculation—Two-Cycle Average Daily Belance Method (Including New Purchases) for Perchases and Average Daily Belance Method (Including New Transactions) for Other Transactions: We calculate Periodic FINANCE CHARGES separately for each feature such as Purchases, Overdraft Advances, Cash Advances, Balance Transfers, Convenience Chacks or Promotional Balances. We ligure the Periodic FINANCE transers, convenience Crecis of Protrobusions manages, we injure the Periodic Protribus.

CHARGES by applying the applicable Daily Periodic Rate shown in the Table of Interest Charges to each feature's daily belance for each day of the current billing cycle. In addition, for Purchases, we apply the Daily Periodic Rate to the daily belance for each day of the previous billing cycle adjusted as described below.

billing cycle adjusted as described below.

To get the delly belance for each day of the current billing cycle, we take the beginning belance for each feature, add any new transactions or other debts (including fees and other charges), subtract any payments or credits, and make other adjustments. Transactions are added as of the later of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that Convenience Checks are added as of the date accepted by the payes). Fees see added either on the date of a related transaction or the last day of the billing cycle. This gives us that day's delly belance. A credit belance is treated as a balance of zero. We multiply the delly belance by the applicable Delly Periodic Rate, as stated in the Table of Interest Charges, to get your Puriodic FINANCE CHARGES for that day. We then add these Periodic FINANCE CHARGES to your delly belance to get the beginning balance for the next day. For Purchases, we do the same thing for each day of the previous cycle to get the delly balance of Purchases for the previous billing cycle. However, the delly balance for previous billing cycle Purchases is considered to be zero for each day of the previous billing cycle if a Periodic FINANCE CHARGE was already imposed on Purchases itemized on your previous statement or you paid your New Balance on your previous statement in full by the payment due date. dust date.

To get your total Periodic FINANCE CHARGE for a billing cycle, we add all of the daily Periodic FINANCE CHARGES for all feetures. If you multiply the Average Daily Balance for each feature by the applicable Daily Periodic Bate and the number of days in the applicable billing cycle(s) and add the results together, the total will equal the Pariedic FINANCE CHARGES for the billing cycle, except for minor variations due to rounding. To determine an Average Daily Balanca, we add your daily balancas and divide by the number of the days in the applicable billing cycle(s).

It we have promotional rate offers in effect, we will separately identify them on the front of your statement and separately disclose the belances to which the promotional rates or terms apply. These separate belances and the related Finance Charges will be calculated in the same manner as described above.

Grace Period: Periodic FINANCE CHARGES are added to your balance from the later of the Grace Period: Periodic FINANCE CHANGES are acced to your pasince from the latter of the transaction date or the beginning of the billing cycle in which they are posted to your Account (except that they are charged on Convenience Checks from the day the check is accepted by the payers). They continue to be added until the day we receive payment in full. However, we do not charge Periodic FINANCE CHANGES on new Purchases (other than Balance Transfers and Convenience Checks) if you pay your full New Balance by the Payment Due Date and your Previous Balance was zero or a credit balance. There is no grace period for Cash Advances, Convenience Checks, and Balance Transfers. If applicable, there is no grace period for Overdraft Advances.

We figure another portion of the Finance Charge on your Account by adding a one-time Cash Advance FINANCE CHARGE for each Cash Advance when it is obtained. The amount of the Cash Advance FINANCE CHARGE is stated in the Table of Interest Charges.

In addition, If you use a third party service to make a payment on your behalf and the service charges the payment to this Account, we may charge a Cash Advance FINANCE CHARGE

Transaction Finance Charges for Balance Transfers and Convenience Chacks: We will charge you a Transaction FINANCE CHARGE in the amount stated in the Table of Interest Charges for a transfers and Convenience Checks. If applicable, Overdraft Advances will not be assessed a Transaction FINANCE CHARGE.

The total Finance Charge on your Account for a monthly billing cycle will be the sum of the Periodic FINANCE CHARGES and any

Transaction FINANCE CHARGES.

This Agreement provides for daily compounding of Finance Charges (interest).

The Pariodic FINANCE CHARGES are subject to change as described in the sections entitled "Changes to this Agreement" and "Default Rate".

Daily Periodic Rates and Assest Percentage Rates: Your APRs and the corresponding daily periodic rates me listed in the trible of Interest Charges. To get the daily periodic rate we divide the APR by 365, and in effect always round up at the fifth place to the right of the decimal

point.

Variable Ratas: One or more APRs that apply to your account may vary with changes to the Prime Rate, we calculate the APR by adding a margin to the Prime Rate published its The Well Street Journal two business days before the Closing Cate shown on your billing statement. The "Prime Rate" is the highest (U.S.) Prime Rate published in the Money Rates section of The Wall Street Journal. A "margin" is the percentage we add to the Prime Rate to calculate the APR. A "business day" is any day that is not a weekend or faderal holding. The Table of Interest Charges section shows the APR. A "business day" is any day that is not a weekend or faderal holding. The Table of Interest Charges section shows the APR. is any tory that is not a weeking or receive runney. The laure or interest charges section silvers which rates, if any, are variable rates, it also lists the margin her each variable rate and any minimum daily periodic rate and corresponding APR.

Two business days before the Closing Date shown on your billing statement, we see what the Prime Rate is. We then add the applicable margin to that Prime Rate to get the APR. To get the daily periodic rate we divide the APR by 365. To get the monthly periodic rate, we divide the APR by 12.

If our calculation results in a change to a daily periodic rate, the new rate will apply as of the first day of your billing cycle that ends in the calendar month in which we made the calculation. If the daily periodic rate increases, you will have to pay a higher periodic finance charge and

may have to pay a higher minimum payment. If The Walf Street Journal stops publishing the Prime Rate, we will select a similar reference rate and inform you on your billing statement or through a separate notice.

Other Fees and Charges: In addition to the Finance Charges discussed above, the following fees will be applicable to your Account:

Annual Membership Fee: If your Account has an Annual Membership Fee stated in the Table of Interest Charges it will be billed each year or in monthly installments, whether or not you use your Account, and you agree to pay it when billed. The Annual Membership Fee is non-refundable unless you notify us that you wish to cless your Account within 30 Fire is non-returnative unless you notify us that you wash to clear your Account within 30 days of the date we mail your billing statement on which the Annual Membership Fee is charged and at the same time, you pay your outstanding belance in full. Your payment of the Annual Membership Fee does not affect our right to close your Account or timit your right to make Purchases or obtain Cash Advances. If your Account is closed by you or us, we will continue to charge the Annual Membership Fee until you pay your outstanding balance in full and terminate your Account relationship.

Late Fee: If you do not pay at least the minimum payment due by the Payment Due Date for any billing cycle ("Late Payment"), we may charge a late fee. We will calculate the late fee based on the New Balance shown on your monthly statement as shown in the Table of Interest Charges.

Return Physisian Fee: If your bank does not bonor the check or direct debit you remitted to us to pey amounts you owe under this Agreement, or we must return a check because it is not signed or is otherwise irregular, we may charge you a return payment fee in the nount stated in the Table of Interest Charges.

Return Convenience Check Fee: If we (a) stop payment on a Convenience Check at you request or fb) return a Convenience Check ungaid blocks to it evolved you available credit at the time it is processed, your Account is closed or otherwise does not have charge privileges, or your Account is past due, we may charge you a return Convenience Check fee in the amount stated in the Table of interest Charges.

Overlimit Fee: You are responsible for keeping track of your Account balance, including any fees and finance charges, and making sure that it remains below your credit line. If your Account belance is over your credit line at any time during a billing cycle, even it only for a day, we may charge an overlimit fee in the amount stated in the Table of Interest Charges. We may charge this fee even if your belance is over the credit line because of a fisance charge or fee we imposed or a transaction we autherized. We will not charge more than one overlimit fee for any billing cycle. But we may charge an overlimit fee in subse one overlimit see for any billing cycle. But we may charge an overlimit see in subsequent billing cycles, even if no new transactions are made on your Account, if your Account balance still is over your credit line at any time during the subsequent billing cycles. For example, if you are overlimit at the end of a billing cycle, you saw incur an additional fee for being overlimit at the beginning of the next billing cycle as well. This will be true even if you pay your Account by the date and time due as shown on your billing statement. Administrative Fees: If you request photocopies of sales stips or duplicate copies of monthly statements, or if you request any special services such as obtaining Cards on an expedited basis, you agree to pay our reasonable charges for such services, as from time to time in effect. The present charges for such services are specified in the Table of laterest Charges. However if you request items such as sales allos or duplicate statements in

Charges. However if you request items such as sales alige or duplicate statements in connection with any disputed billing matter (see "Your Billing Rights"), we will not impose a fee if a billing error is disclosed.

Unless otherwise arranged between us, any fees listed above under "Other Fees and Charges" will be added to your Account and treated as Purchase

tional Transactions: International transactions include any transaction that you make in a foreign currency or that you make outside-of the idented States of America even if it is made in a foreign currency or that you make out-side\_citite United States of America even if it is made in U.S. dollars. If you make a transaction in a foreign currency, Visa International or MasterCard international, Inc. will convert the transaction into U.S. dollars by using its respective currency conversion procedures. The exchange rate each entity uses to convert currency is a rate that is selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date you used your card or account. We reserve the right to charge you an additional three percent [35] of the U.S. dollar amount of any international transaction, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by Visa or MasterCard. In either case, the 3% will be calculated on the U.S. dollar amount provided to us to the testity. The same process and charges may apply if any international transaction is by that entity. The same process and charges may apply if any international transaction is



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### Table of Interest Charges

The Deily Periodic Rate we use to determine the Periodic FINANCE CHARGE for your Purchase belances (excluding Owerdraft Advances, if applicable) until the first day of your billing cycle that includes February 1, 2006 (the "Introductory Period"), is a fixed rate of 0%, corresponding to an APII of 0%.

After the laterductory Period ends, the Deily Periodic Rates we use to determine the Periodic FINANCE CHARGE for your Purchase belances (excluding Overdraft Advances, if applicable) and your Cash Advance belance are variable rates. They are called "Standard Rates". These variable rates will be calculated as described in the section of this agreement entitled "Variable Rates".

The APR for your Purchase balances (excluding Overdraft Advances, if applicable) will be the prime rate plus 3.24%. It will never be less than 7.49%. The corresponding Delay Periodic Rate for your Purchase balances will never be less than 0.02052%.

The APR for your Cash Advence belance will be the prime rate plus 15.24%. It will never be less than 19.49%. The corresponding Daily Periodic Rate for your Cash Advance belance will never be less than 0.06340%.

On April 22, 2005, the prime rate was 5.75%. Using that prime rate as an example, we estimate that the Daily Periodic Rate for your Purchase balances (excluding Overdraft Advances, if applicable) would equal 0.02463% and the APR would equal 8.99%. And the Daily Periodic Rate for your Cash Advance balance would equal 0.05751% and the APR would equal 20.99%.

If applicable the Daily Periodic Rate we use to determine your Periodic FINANCE CHARGE for Overdraft Advances is a fixed rate of 0.03833%, corresponding to an APR of 13.99%.

### See also "Default Rate" section.

3% of Cash Advance (with a minimum of \$18.00)
3% of Cash Advance (with a minimum of \$10.00)
3% of applicable transaction (with a minimum of \$5.00 and a maximum of \$55.00)
3% of applicable transaction (with a minimum of \$5.00 and a maximum of \$65.00)
\$1.00 nthly billing cycle)
None
t including \$250.00 over
more Late Payments in the prior 12 month 3 regardless of the amount of your New
\$35.00
\$35.00
\$35.00
00.22

Default Rate: Your APRs also may vary if you are in default under this Agreement or any other agreement you have with us or any of our related companies for any of the following reasons:

We do not receive at least the minimum payment due by the date and time due as shown on your billing statement for any billing cycle in which a payment is owed.

You exceed your credit line on this Account.

· You fail to make a payment to another creditor when due.

You make a payment to us that is not honored by your bank.

 To the extent allowed by law, if, at any time after your Account is closed, we demand immediate payment of your outstanding belance and we do not receive payment within the time we specify.

If any of these events occurs, we may increase the APRs (including any introductory or promotional APR) on all balances up to a default rate of the Prime Rate plus 20,99%. The default rate will be calculated as described in the section emitted "Variable Rates".

On April 22, 2005, the Prime Rate was 5.75%, Using that Prime Rate as an example, we estimate that the Daily Periodic Rate for a default rate of 1/365 of the Prime Rate plus 20.99% would equal 0.07326% and the corresponding APR would equal 25.74%.

We may consider the following factors to determine your default rate: the length of time your Account has been open, the existence, seriousness and timing of the defaults on your Account; other indications of your Account usage and performance; information about your other relationships with us or any of our related companies; and information we obtain from consumer credit reports obtained from credit bureaus. The default rate will take effect as early as the first day of the billing cycle following the default.

If we decide not to increase your APR even though there is a default or if we do not increase your APR up to the maximum default rate stated above, we reserve our right to increase your APR in the event of any future default. We may in our discretion determine to charge reduced default rates or reinstate standard rates for all or selected balances on your Account.

Closing Yeur Account: You may close your Account at any time. If you call us to close your Account, we may require that you confirm your request in writing.

We may close your Account at any time or suspend your credit privileges at any time for any reason without prior notice except as required by applicable law. If we close your Account, we will not be liable to you for any consequences resuming from closing your Account or suspending your credit privileges.

If you or we close your Account, you and any authorized users must immediately stop using your Account and destroy all cards and Convenience Checks or return them to us upon request. You will continue to be responsible for charges to your Account, even if they are made or processed after your Account is closed and you will be required to pay the outstanding belance on your Account according to the terms of this Agreement. In addition, to the extent allowed by law, we may require you to pay the outstanding balance immediately or at any time after your Account is closed.

Liability For Unauthorized Use Of Year Account: If your Card or Convenience Checks are lost or stolen or if you are afraid someone may use your Account without your permission, you must notify as at once. You may be liable for that unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify Cardmember Service, by writing to us at P.O. 8ox 15201. Wilmington, DE 19850-5201, or vertially by calling us at 1-800-945-2006, of the loss or theft of your Card or Convenience Checks or the possible unauthorized use of your Account. In any case, your maximum liability is \$50.00. We may terminate or limit access to your Account if you have notified us or we have determined that your Card or Convenience Checks may have been lost or stolen, or that there may be unauthorized access to your Account.

to your Account. In Questions: You may address any inquiries or questions which you have about your Account to: Cardmember Service, P.O. Box 15201, Wilmington, DE 19850-5201, or you may call us at 1-800-945-2006. If you telephone us instead of writing, you may less certain rights the law gives you to dispute billing errors (see "Your Billing Rights"). ILLINOIS CARDMEMBERS: INFORMATION SHARING: Our Privacy Policy, which you have

ILLINOIS CARDMEMBERS: INFORMATION SHARING: Our Privacy Policy, which you have received, describes our information sharing practices and gives directions on how to opt out, or direct us to limit the sharing of personal information about you with companies or organizations emission of our lamily-or-companies.

Illinois law provides that we may not share information about you with companies or other organizations outside of our family of companies unless you authorize the disclosure or unless the disclosure falls under another exception in the law (such as sharing information process your transactions or in response to a subpoenal. You hereby agree that, if you choose not to exercise the opt out described in our Privacy Policy, you will be deemed to have authorized us to share personal information we have about you (including information related to any of the products or services you may have with any of our companies) with companies or other organizations outside of our family of companies.

### **STATEMENT**

### **ACCOUNT SUMMARY**

NAME OF DEFENDANT(S) <u>K</u>

Karen L Dickey

**ADDRESS** 

1856 Oxford Sq

Bel Air, Maryland 21015

ACCOUNT NUMBER

**CHARGE OFF DATE** 

5/31/09

BALANCE DUE

2,814.47 plus interest due from 5/31/09

interest worksheet to follow Plus attorney fees of 422.17.

THIS IS TO CERTIFY THAT THE ABOVE IS TRUE AND CORRECT ABSTRACT OF THE ABOVE MENTIONED ACCOUNT, TAKEN FROM THE RECORDS MAINTAINED IN THE USUAL COURSE OF BUSINESS OF Pasadena Receivables, Inc..

Michael A. Lagana
Vice President of Acquisitions

SGP/brs 106 10-09547-0